

# **SERVICE SPECIFICATION**

## **Domiciliary Home Care Services for Children & Young People (Dynamic Purchasing System)**

**2024**

# 1. Introduction

- 1.1 This document sets out the service specification for the provision of a generic (Domiciliary) Home Care Service for children and young people with learning difficulties and/or disabilities and their parents/carers who are ordinarily resident within the Borough of Milton Keynes.
- 1.2 The service is for children and young people with profound and significant learning and/or physical disabilities or life-threatening illnesses who have been assessed as a child in need, as set out in the Children Act 1989, the Carers and Disabled Children Act 2000 and the Children and Families Act 2014. It will provide children and young people and their parents/carers with support that is personalised to meet their individual needs and range from providing personal care in the home to support in accessing community and leisure opportunities.
- 1.3 Children and young people and their parents/carers are at the heart of the assessment and will require services that are easy to access, of excellent quality and that maximises their ability to live independently and safely in their home and community.
- 1.4 Milton Keynes Council has adopted the UNISON Ethical Care Charter and is committed to abide by its recommendations. UNISON's evidence, along with that of other bodies such as the UKHA (United Kingdom Homecare Association), shows that working conditions are intrinsically bound up with the quality of care.
- 1.5 The over-riding objective is to establish a minimum baseline for the safety, quality, and dignity of care by ensuring employment conditions which:
  - do not routinely short-change clients; and
  - ensures the recruitment and retention of a more stable workforce through more sustainable pay, conditions, and training levels.
- 1.6 The service will offer planned and emergency visits during the core hours between 6:30am and 10:30pm, 7 days a week including all bank holidays and flexible hours between 10.30pm and 6.30am. The time allocated to individual visits will match the needs of the clients. In a few instances the visits required will be short (up to half an hour) and in others, long (between two and four hours). The majority of visits, however, will be between one and two hours in duration.

- 1.8 This specification describes the key features of the service and the outcomes required and should be read in conjunction with the Terms and Conditions of the contract.
- 1.9 In ensuring that the Service provides seamless superior quality (Domiciliary) Home Care provision, Milton Keynes Council and Providers will be committed to working together in partnership through:
- Ensuring that children and young people and their parents/carers engage in the development, delivery and monitoring of the service provided and are able to contribute views in relation to how the delivery of the service is achieving individual and community outcomes.
  - Developing close links with the local community, families, carers, and all health and social care professionals within the area
  - Having a shared vision about the community and individual outcomes which can be achieved through the provision of an excellent quality (Domiciliary) Home Care service.
  - Collaborating for the benefit of children and young people and their parents/carers
  - Communicating honestly, openly, regularly, and efficiently
  - Sharing relevant information, expertise, and plans
  - Seeking to avoid conflict but where it arises ensuring that it is resolved quickly, efficiently, and professionally at a local level with no detriment to the child or young person or their parents/carers.
  - Monitoring performance, quickly identifying when performance is not satisfactory and taking firm and timely remedial action.
  - Striving for continuous improvement, reflecting new learning as it emerges and working together to ensure that available resources are maximised to achieve the best outcomes for individuals and the local community.
  - Ensuring that provider complies with current legislative requirements of Equality, Diversity, and Inclusion.
  - Recognising that during the period of the contract there are likely to be changes in service requirements at a national and local level, which will need to be responded to in a professional, flexible, and responsive manner, ensuring outcomes are maintained and best use made of resources available.

## 2. Service Aims

- 2.1 The Provider is required to ensure that children and young people and their parents/carers are supported to achieve the broad outcomes listed below and all outcomes agreed in the Children in Need Plan.

- 2.2 The (Domiciliary) Home Care Service should be used to enable children and young people and their parents/carers to have positive experiences and to encourage independence.
- 2.3 Receiving (Domiciliary) Home Care services should not automatically be seen as being long term and care packages will be subject to ongoing review.

### 3. Expected Outcomes

- 3.1 Outcome based commissioning and contracting aims to shift the emphasis from the services a provider will offer to the outcomes they will achieve for individual children and young people and their parents/carers.
- 3.2 Providers will be expected to:
  - ensure that all children and young people achieve the identified outcomes.
  - measure the outcomes using the identified and/or other measurement tools.
  - be initiative-taking in monitoring their own performance against the outcomes; and
  - demonstrate to the council how the service provided has achieved the outcomes.

The services provided should consider the individual and unique nature of each child and young person and should be planned in conjunction with disabled children and young people and their families and in accordance with their assessed needs.

- 3.3 An outcome can be described as the impact a service has on the Service User (child or young person and their parents/carers). Outcome-focused services are fundamentally person-centred in approach, recognising that each Service User is unique and will have diverse needs and requirements. Milton Keynes Council has identified a range of outcomes to be achieved in the delivery of the (Domiciliary) Home Care services. Whilst not all are relevant to every care and support package, those relating to and identifying with the Service User's needs (and documented in their Children in Need plan), will be the basis on which the effectiveness of the service will be determined.
- 3.4 The focus will be to support parents and carers to continue in their caring role. The Service will provide them with a short break from their caring responsibilities whilst supporting the child to develop skills and have experiences that will support their development.
- 3.5 Outcome 1 - Healthy

Children and young people with learning difficulties and/or disabilities:

- are comfortable and not in pain.
- have support with their feelings.
- have access to appropriate equipment.
- have opportunities to be active.
- have support to make healthy choices.
- have opportunities to gain experience and develop personal care skills.

### 3.6 Outcome 2 - Safe

Children and young people with learning difficulties and/or disabilities:

- know who to talk to if they (or others) are hurt, abused, scared, or worried, and feel confident in doing so.
- know their views are considered.
- know their concerns are listened to and dealt with
- can identify staff easily.
- have support with managing their behaviour.
- have support to manage risk/with managed risks.
- are involved in post-accident/incident reviews (restorative practice)
- have opportunities to develop personal safety awareness and skills.

### 3.7 Outcome 3 - Enjoy and achieve.

Children and young people with learning difficulties and/or disabilities:

- experience a range of fun, enjoyable and age-appropriate activities.
- have opportunities to socialise.
- know their views are considered in activity/session planning.
- have a choice in the activities they access/take part in
- have opportunities to gain experience and develop social, independence and life skills.
- have a positive sense of identity have support to communicate their needs, wishes and preferences.
- are supported to experience appropriate challenging play and leisure opportunities.
- experience meaningful achievements/development of new skills develop/maintain self-esteem and a sense of identity.
- have opportunities to participate in community activities.

### 3.8 Outcome 4 - Make a positive contribution.

Children and young people with learning difficulties and/or disabilities:

- have the tools they need to communicate their views and preferences.
- are supported to be involved in planning and delivery of the service.
- have opportunities for decision and choice making.
- are treated as individuals.

### 3.9 Outcome 5 - Achieve economic wellbeing.

Children and young people with learning difficulties and/or disabilities:

- are not discriminated against because of their family circumstances.
- are supported to reach their full potential.
- have access to discounts if their families are on a low income.
- have equal access to services have access to specialist equipment.

## 4. Service Provision

- 4.1 It is intended that the contract for services will operate like a framework agreement where the Council will call-off against the framework based on its requirements using an on-line Dynamic Purchasing System.
- 4.2 Following an assessment conducted by the Council's Children with Disabilities Team, a Child in Need (CIN) Plan will be agreed with the family. This will identify the number of hours and the outcomes required from the care package. For many, these outcomes will be quite broad to allow flexibility for families to ensure they receive the support in a way that best suits them.
- 4.3 Providers will not be expected to visit and assess the Service User until advised by the Council.
- 4.4 Where a Service User opts for a Direct Payment, they may contact the provider of their choice directly. This will be a private arrangement outside the terms of this contract.

## 5 Description of Service

- 5.1 The (Domiciliary) Home Care service is required to provide the person centred, personal care, necessary to maintain a child's or young person's quality of life, enabling them to remain living with their family and achieve their specified outcomes. The (Domiciliary) Home Care service is not about doing things for people in a way that

increases dependency, but about helping people to do things for themselves as far as they are able.

- 5.2 The Service will achieve a primary objective of enabling people in the Milton Keynes community to remain living at home and maintaining an excellent quality of life which meets the Service User's identified outcomes.
- 5.3 Services will be required to support parent/carers in the care of their child whilst at the same time encourage the child to develop skills that enable them to access their community and to be as independent as possible. Much of the care and support required will therefore be community/activity based.
- 5.4 Where support with personal care is required the physical care needs will be provided in accordance with the Milton Keynes Protocol for Managing Children with Complex Care Needs in the Community. [Milton Keynes Children with Complex Needs Service :: Central and North West London NHS Foundation Trust \(cnwl.nhs.uk\)](http://www.cnwl.nhs.uk)
- 5.5 Home Care services will be available 365 (366 in leap years) days a year between the core hours of 6.30am and 10.30pm. Providers are required to confirm their flexibility of timing outside of these core hours to reflect a person-centred approach to the provision of night support services.

During the enrolment stage (via the DPS), provider will have an opportunity to select their core hours and flexible hours (overnight). The Council will collaborate with the Provider to ensure continuity of care and that the needs of the Service User are met.

- 5.6 The Service Providers will have systems in place to respond to referrals for support packages to commence at weekends, with staff available to conduct risk assessments etc., to ensure prompt service provision.
- 5.7 The Provider should note that it is the Council's intention to transition from prescribed timed intervention and support to a culture of outcome identification and flexible working to achieve these outcomes. As such the service will initially be commissioned using units of time and will move towards commissioning based on outcomes.
- 5.8 The Provider will give the Council a minimum of 14 days' notice, if, in exceptional circumstances, they are unable to continue to deliver a package of (Domiciliary) Home Care support. However, the notice period would be subject to agreement with the Council in order to provide sufficient time to find alternative service provision.

In the event that the service user is unable to receive scheduled homecare services due to unforeseeable and planned circumstances due to hospitalization, holiday, or being temporarily cared for by the friend/ family member the following provisions will apply:

- a) Notice Period: the service user, their representative, or family must inform the care provider as soon as possible of the changes in care needs. A minimum notice period of 24hrs is required for the cancellation and resuming of any scheduled homecare visits under these circumstances.
  - b) Scheduled care calls and their payments will be suspended in these circumstances. Payment will resume once the scheduled care plan calls are restarted by the service provider.
  - c) Exceptional Circumstance: In cases where cancellation notice is not provided within the specified period due to unforeseen emergencies, payments may still be suspended, subject to review by the Council on case-by-case basis.
- 5.9 The Service will be delivered in the family's own home and in many cases likely to be more community based.
- 5.10 The Service must be person centred, flexible and responsive ensuring that children and young people and their parents/carers are able to exercise choice and control over the services that they receive and are at all times treated with kindness, dignity and respect and regarded as equal partners in the delivery of their care.
- 5.11 The services provided should consider the individual and unique nature of each child and young person and should be planned in conjunction with disabled children and young people and their families and in accordance with their assessed needs.
- 5.12 These services could include, but are not limited to, one or more of the following:
- access to leisure and community activities.
  - life skills
  - transition support.
  - social and communication
  - attending appointments and meetings
  - low level health care tasks not requiring a nursing qualification.
  - personal and intimate care.

Personal support services are required to take place both inside and outside of the family home.

- 5.13 Providers will be required to develop excellent working relationships with the Milton Keynes Council Children with Disabilities Team to ensure the provision of seamless excellent quality services.



- 5.14 As part of the initial visit/risk assessment, the Provider will agree the Support Plan with the family as to how and when the services are to be provided, in order to meet the child's and parent/carers outcomes.
- 5.15 The Service must ensure that a culture of dependency is not fostered. The ambition for all children and young people is that they achieve as high a level of independence as possible. The building blocks for independence in adulthood are started in childhood.
- 5.16 With effect from the commencement of the Contract, any care agencies that provide homecare services to children and young people are required to fully operate all services from a CQC registered office within the Borough of Milton Keynes or within a 30 miles radius of the main Council Office in Central Milton Keynes, this is appropriately situated to deliver services to residents of Milton Keynes of a high quality and efficient manner.
- 5.17 Milton Keynes Council is committed to improving the quality of services received by Service Users and as such will be applying strict quality and compliance controls. Providers that fail to maintain adherence to the quality and compliance requirements will be issued with a default notice and will receive no further referrals until remedial actions have been taken to the satisfaction of the Council. Milton Keynes Council also reserves the right to remove packages of care and transfer them to an alternative provider in the event of deficient performance.
- 5.18 Providers are required to have sufficient staff resource and the necessary infrastructure to respond to service referrals in accordance with the terms of the contract.

## 6 Challenging Behaviour

- 6.1 The Provider shall have the appropriate policies and procedures and training in place to support Care Workers in managing challenging behaviour in children and young people who have learning disabilities/ASD.
- 6.2 The provider will have effective risk management processes delivered by confident and well-trained staff to ensure a service does not become restrictive. There will be a strong commitment to joint working with parents, social workers, schools, and other relevant agencies to positively manage behaviours.

## 7 Service Delivery

- 7.1 The Provider will make the necessary policy and procedure documents available for checking at the Annual Quality Assurance Review conducted by the Council's Quality & Compliance Quality Team (or supply to the Council upon request). Please refer to Appendix A.
- 7.2 The office will be staffed fully with both management and administrative staff during usual office hours of 9am to 5pm, Monday to Friday and a duty officer will be available at all other times and in such circumstances an officer competent and authorised to make decisions will always be available, either located at the office or fully accessible.
- 7.3 The office and its staff will be accessible to Service Users via a range of media such as email, telephone, and text.
- 7.4 The Service Provider will make available an emergency 'out of hours' telephone service which will be staffed between 6:30am and 10:30pm. This will be a dedicated telephone line for Service Users. The Provider must be able to offer a swift response in urgent cases and will be adequately staffed to provide support with little or no notice.
- 7.5 Staff providing emergency support 'out of hours must have access to Service User information and records to ensure appropriate service provision and information sharing.

## 8 Referral Pathway

- 8.1 Referrals to the Provider will be made via the Council's Dynamic Purchasing System (DPS) for Domiciliary Home Care Services using the web-based procurement tool - SPProc.Net. Information detailed in the Child in Need Plan which is of direct relevance to the service provision will be made available to the Service Provider. The timescale between the initial contact and the care package starting will not exceed one week, unless previously agreed otherwise.

It is the provider's responsibility for making sure all requirements of the referrals distributed on SPProc.Net are read clearly, understood of what is asked of the provider and in agreement to meet the care needs before bidding for any referrals.

**8.2 Providers must follow step-by-step process when bidding to ensure they are able to meet the needs of the referral requirements. Providers found or believed to be using internet programs such as BOTs (Robot), MACROs etc. to submit bids for referrals will face potential suspension or eliminated from Milton Keynes City Council's DPS.**

- 8.3 Providers are to contact the care and resource team (brokerage team) or social workers if the requirements of the referral are unclear.

Note: The commissioning Team will be notified of any referrals handed back by the provider as a result of not reading/ misreading the referral requirements. The commissioning team will issue warnings to the provider(s) and may face potential suspension or eliminated from Milton Keynes City Council's DPS if their actions continue.

For Direct Award criteria please refer to Appendix C of the specification

- 8.2 Details of all care to be provided will have been agreed and confirmed before the start of the service.
- 8.4 The Provider must ensure that its Care Workers are given sufficient, appropriate, and adequate information regarding the child or young person and their family's needs and of the way the service is to be delivered, before it commences the service provision.
- 8.5 The Provider must ensure Care Workers do not work in a child's home when the parent is absent, unless, in exceptional circumstances, the parent and the Council have agreed this.
- 8.6 The Provider must ensure Care Workers are aware that smoking, the consumption of alcohol or drugs, or suffering the effects of these are not allowed whilst working with the child. The Provider must ensure this is adhered to all times.
- 8.7 The Provider must ensure that Care Workers are aware that they must not accept cigarettes, alcohol or drugs or any gifts/money from families or offer or sell them to families or friends. The Provider must immediately dismiss any Care Worker found to be in default.
- 8.8 No family must be left without a due visit for any reason. The Provider must notify the family if there is to be an adjustment in the anticipated time of arrival. In all cases, the Provider must make alternative acceptable arrangements for the family, with their agreement.
- 8.9 All visits, times and service provision undertaken will be recorded in the Service User's daily record.
- 8.10 The Provider will be flexible and responsive to the needs of the child or young person and their parents/carers and should respect their wishes at all times.

- 8.11 The Provider will take account of the wishes of the Service Users and their carers in respect of gender, sexual, racial, religious, and cultural background etc. and of any specific requirements or communication skills required.
- 8.12 The family is entitled to refuse entry into their home to Care Workers. If entry is refused or a Care Worker rejected, the Provider is required to investigate the reason and, where possible, resolve the issue. If not resolved, the Children with Disabilities Team must be informed of the situation as soon as possible but no later than one day.
- 8.13 The Provider must notify the Children with Disabilities Team immediately (or the next working day if this is not possible) if:
- The child or young person or parent/carer is admitted to hospital.
  - The child or young person or parent/carer has a serious accident or injury.
  - There is concern for the health and safety or welfare of the child or young person or parent/carer or any other member of the household.
  - Safeguarding concerns in respect of the child or young person (refer to the safeguarding section below 16.5)
  - Regular and/or persistent refusal by the family to accept support to meet outcomes, mutually agreed in the plan.
  - Failure to provide the service to the family, missed, late, void or 'no response' calls.
  - There is concern for the health and safety of the Care Worker • A member of the family contracts a notifiable infectious disease.
  - The child or young person or parent/carer dies.
  - The Provider becomes aware of increasing needs or needs which are not being met within the current support plan.
  - The child or young person or parent/carer support needs have decreased.
- 8.14 The Provider will maintain a record of the care provided and any refusals of agreed support and regular feedback from the Service User on the service. Providers must ensure that Care Workers have adequate English language and literacy skills to undertake this duty and record clear, legible, concise, and relevant records.
- 8.15 Late calls are defined as a call 45 minutes or more from the time stated on the Support Plan.
- 8.16 A missed call is defined as a call not made, or one that is more than two hours after the time stated on the Support Plan.
- 8.17 The Provider must contribute to the review of the Child in Need Plan by either attending or providing a brief report, on request.
- 8.18 Service Users and their carers must be enabled to comment on the service they receive at any time and take full part in any decisions made about them.

## 9 Workforce

- 9.1 The Provider is expected to have a written recruitment and selection procedure which reflects equality and diversity policies. The recruitment and selection procedures must meet the CQC minimum standards; ensuring records are maintained to demonstrate best practice in this area. Providers must comply with Disclosure and Barring Service (DBS) requirements for staff.
- 9.2 All roles within the Provider's organisation must have written job descriptions and person specifications and an equal opportunities policy for the recruitment, development, and care of the workforce (including volunteers) must be in place.
- 9.3 All staff should meet formally on a one-to-one basis with their line manager to discuss their work on a regular basis and written records of these supervisions must be kept demonstrating the range, content, and outcome of the discussion at each meeting.
- 9.4 Providers should be able to demonstrate how staff are supported and advised between supervisions and that additional meetings are facilitated where required.
- 9.5 With the consent of the Service User, at least one supervision a year should incorporate direct observation of the Care Worker providing care and support to the Service User with whom they constantly work to observe competencies.
- 9.6 Regular meetings must be held at least quarterly with peers and/or other team members to discuss and share issues and best practice, this must be recorded.
- 9.7 All staff must have an annual appraisal, and this must include identification of training and development needs with their line manager. A copy of the appraisal will be placed on the personnel file for each member of staff.
- 9.8 The Provider must ensure that there is a clear link between staff appraisals, identified training and development needs and the training plan. Managers and supervisors must receive training in supervision skills, undertaking performance appraisals and planning for workforce development.
- 9.9 A record must be kept of any disciplinary incidents and details entered in the personal file of the Care Worker concerned, referrals to the Independent Safeguarding Authority must be made, if appropriate, and recorded on the Care Worker's file.

- 9.10 The Provider must have a written policy for the management of violence towards staff and ensure that suitable training is provided to reduce the risk of violence towards staff. Adherence to the Health and Safety at Work Act 1974 will ensure staff safety whilst at work.

## 10 Workforce Development

- 10.1 Providers must show that they are complying with the relevant regulations covering staff competence and training. Providers must ensure the completion of the Common Induction Standards (or other standards as set out by the CQC) for all new Care Workers and other employees within 12 weeks of starting their employment.
- 10.2 Providers must assess workforce training levels, the training already achieved and skills gap for individuals and the workforce as a group. Providers must have financially resourced plans in place to address workforce development requirements. The provider must have a training plan, training matrix and records of successfully completed/ outstanding training for all staff members that is continuously monitored to develop its staff.
- 10.3 Staff must be supported to ensure appropriate skills are maintained in order to ensure that qualified and competent staff provides the highest level of care and support. Providers will ensure:
- All staff are competent and trained to undertake the activities for which they are employed and responsible.
  - Care Workers receive specific advice and training about human rights in relation to (Domiciliary) Home Care services.
  - All staff have training on the prevention of abuse with three months of employment and this must be updated annually.
  - All staff members hold a relevant national occupational standard such as Level 2 Diploma in Health and Social Care. Those who do not already hold a relevant standard should be supported to achieve the above qualification as a minimum.
  - Young members of staff (16–18-year-olds) are supported in their work. Young staff should be undertaking an approved training programme – it is advised that the Health and Social Care Apprenticeship framework is used.
  - Specialist advice, training and information is provided to support workers working with specific individual groups and/or medical conditions to ensure they are professionally qualified to do so.
  - All staff are aware of their Safeguarding responsibilities both for children and adults.
  - All staff are aware of and familiar with the Provider’s policies and procedures.

## 11. Risk Management

- 11.1 The Provider must have a policy and procedure for the management of risk; these are evidenced in systems and practices.
- 11.2 The Provider must record and implement practical control measures to minimise risk.
- 11.3 The risk assessment must be reviewed at least annually or earlier if required to ensure that the Service Users changing needs are adequately addressed.
- 11.4 Risk assessors must be competent and receive specific training e.g. risk assessment, safeguarding, mental capacity assessment, other relevant training.
- 11.5 Where changes in risk are identified, these must be communicated to the family and the Children with Disabilities Team. The solution agreed must be the least invasive and offers the Service User maximum independence and control.
- 11.6 The risk assessment and acceptable risk and/or actions to mitigate risk agreed with the family must be recorded.
- 11.7 The Provider should undertake an evaluation of any general risks to the health and safety of the family and their staff and ensure that Care Workers are aware of risk and ways to minimise them.
- 11.8 The Provider must notify the Children with Disabilities Team as soon as it is practical to do so, and within 24 hours, if any of the following occur:
  - Any circumstances where the Service User has consistently refused provision of the service or medical attention.
  - Any emergency situation e.g. fire, flood affecting the service.
  - Legacy or bequest to the Provider and/or staff
  - An investigation related to Safeguarding of Children and/or Vulnerable Adults

## 12. Service Users

- 12.1 The Provider must ensure it obtains a copy of the relevant parts of the Child in Need



Plan to proceed with its own assessment. Where possible, the Care Worker or Provider Manager identified should attend any initial meetings with the family and social worker to assist in beginning to develop a good relationship.

- 12.2 Providers will need to be familiar with the roles and expected functions being undertaken by any other agencies contributing to the care of the child or young person, where this has relevance to the service to be provided.
- 12.3 Clear information including details of the Provider's name, address, and telephone number (in and out of hours), and the name of the Care Worker(s) must be provided to the Service User by the Provider from the outset and also outline service to be provided and how that can be changed. Where this is not possible, due to urgent support required with little or no notice, information packs must be provided within a maximum of 48 hours of the service commencing.
- 12.4 All information must be made available to the Service User in a way that is accessible to them and their families and in the manner of their choosing. Service Users will be informed of their right to make a complaint directly to the Council or to CQC or such other regulatory body as may be appointed by the Government and contact information for such organisation(s) will be provided in the Service User's home. If the Service User is unable to understand the Complaints Procedure their carer, next of kin or representative (where applicable) will be advised of it.
- 12.5 The information pack supplied by the Provider will include but not be limited to:
- A copy of the current Support Plan, and a section for record keeping allowing other agencies access to any relevant information to support the Service User. The section for record keeping will include a communication record where information regarding visits, observations and any financial transactions must be documented.
  - Medication records and procedure for administering.
  - Moving and handling risk assessment (if applicable)
  - A generic Health and Safety at Work risk assessment
  - An explanation of the complaint's procedure and the process through which complaints can be escalated to the Council.
  - Information on how to access support or help outside usual working hours.
  - Comments/Complaints/Compliments Procedure
- 12.6 The Service Provider must ensure it is able to adequately and properly provide care based on the assessment and the identified outcomes in accordance with the Plan. There should be no substantial changes on a daily basis. Care Workers must provide the amount of time for each visit as specified with any changes and reasons recorded and reported.

- 12.7 The Provider must give each Service User an up-to-date plan of their care which recognises the abilities of the Service User and encourages them to share in and supervise their care provision. The plan should be fully developed and discussed with them and reviewed annually or when necessary.
- 12.8 In an emergency where the Service Provider is unable to deliver the service, the Provider or their representative must contact the parents and the Children & Disabilities Team at least 24 hours before the specified due time.
- 12.9 The Service Provider must consult and involve the family before any change to the Care Worker and any and all issues relating to care. Where any meaningful change in a particular family's circumstances necessitates a variation in the domiciliary care services for that family, the Service Provider will contact the Children with Disabilities Team.
- 12.10 A formal review of the service being provided as part of the Child in Need Plan will be conducted by Milton Keynes Council. The first review may be held between six and twelve weeks following the commencement of the service. Thereafter, a review of the Child in Need Plan will be held at the latest every six months.
- 12.11 The review will involve as a minimum the parents, the child or young person (if appropriate), and the Children with Disabilities Team. The Provider will only be present if the Service User wishes them to be, but they must contribute to, and provide information for, the review. Any other individuals who are able to actively contribute and whose input the Service User has requested may also be present.
- 12.12 The Children with Disabilities Team may also convene 12.12 A review, at the request of the Service User or named contact.

## 13. Rostering and monitoring

- 13.1 All successful Providers will be required to operate efficient rostering and monitoring systems for the provision of care to all Service Users.
- 13.2 Where electronic systems are in use, providers will be responsible for all costs associated with its procurement, implementation, and operation.
- 13.4 All visits commissioned by the council must be recorded electronically and in real time. The system must be able to generate alerts and should be monitored

throughout the service delivery, in real time, to ensure any issues are highlighted early for immediate attention.

- 13.5 The system adopted needs to be able to generate electronic timesheets and invoices and it must also be able to produce tailored reports to identify that the service requirements are being met.
- 13.6 The system shall comply with the requirements of the Data Protection Act 1998 and other laws governing the use and storage of electronic information. It must also provide an audit trail for time sheet entries when the entries were created and who created them.
- 13.7 The Council will require real time access to the system data and be responsible for operational procedures with regard to data collection and warehousing for further analysis and reporting. In addition, the Council will use information from the visits to reconcile electronic invoices from care providers, support operational delivery of care and support the general commissioning and contracting of domiciliary care delivery.
- 13.8 The council reserves the right to procure and implement an electronic monitoring system which all approved providers will be required to register with and utilised during the lifetime of the dynamic purchasing system (DPS) contract. Providers must comply with any system integration, reporting, or operational requirements associated with the monitoring system as directed by the council.

## 14. The Requirements of the Regulator

- 14.1 It is a requirement that (where applicable) providers will be registered with the Care Quality Commission (or any successor) to deliver service to 0-18 or everyone to be able to support children and young people. Providers must maintain registration throughout the duration of the contract as required by legislation. The regulations required for registration, their associated standards, and the monitoring of the achievement of those regulations and standards are not, therefore, duplicated in this specification. It is expected that the regulations will be met through registration activity. The Provider will be registered to deliver 'Personal Care' services with the national regulator, currently the Care Quality Commission (CQC). It is the Provider's responsibility to maintain up-to-date knowledge of the current regulators codes and to keep to the correct registration.
- 14.2 Providers will inform Milton Keynes Council when a regulatory inspection has taken place and will share the result of the inspection, positive or negative. The Provider will notify the Council's Quality & Compliance Team of any Regulator Warning Notices placed on the Service/Provider regarding the Provider and/or its associated activities.

The Provider will also inform the Council's Quality & Compliance Team of any advice/comments received from the regulator. The regulator can place fines or formal warnings on a Provider to suspend or cancel agency's registration. Milton Keynes Council will be informed of any such activity by the Provider and a failure to do so will mean that Milton Keynes Council will seek to recoup costs and damages incurred from the Provider and may terminate the contract without notice.

- 14.3 The Provider must keep Milton Keynes Council informed of Registered Manager vacancies and any fines this attracts from the regulator. The Provider must inform Milton Keynes Council when new Registered Managers are appointed.

## **15. Milton Keynes City Council's Quality Assurance Requirements**

15.1 The main objectives of the quality monitoring and performance management process are:

- Supporting Providers to develop and provide flexible personalised services that focus on the achievement of Service User outcomes.
- Developing the use of objective data from monitoring visits, Service User reviews, and any Notifications of Concern to ensure the things Service Users regard as important, for example, continuity of care worker and reliability of arrival times are being delivered.
- Developing providers through shared training and support events and through the monitoring process to ensure the Essential Standards of Quality and Safety are being maintained.
- Provide Service Users and the wider public with up to date, simple and robust quality monitoring information, to inform their choice of Framework Provider • Making clear the distinctive roles and responsibilities of the Provider and the Council's Quality & Compliance Team and the Children with Disabilities Team in relation to the monitoring, review, and development of Services
- Identifying and addressing deficient performance positively and fairly, but robustly, and where appropriate terminating the Contract in whole or part or suspending Providers from taking on new work whilst they focus on addressing performance issues identified by the Quality & Compliance Team.

15.2 The approach:

- The Contract will be monitored in the spirit of partnership to ensure best practice is spread across the sector and the continuous improvement of services is supported.
- Where information requests are made which overlap with data requested annually by CQC, then the request will be formatted in a consistent way to avoid unnecessary duplication.
- Performance and quality measures may be amended or further developed over the course of the contract in light of experience.

- The Provider must have a robust quality assurance system in place to audit and monitor its own performance, considering a range of feedback including, reviews, compliments or complaints, Service User, and other stakeholder feedback. The Provider must be able to demonstrate that it strives to continually improve performance and service quality.

#### 15.3 Quality monitoring and performance management aims:

- To ensure Service Users receive (Domiciliary) Home Care Services which meet the requirements of the Child in Need Plan
- To support Providers in monitoring, reviewing, and developing their services • Where the quality of service does not meet the requirements of the Service Specification, the Quality & Compliance Team will seek to address this positively, fairly, and robustly with Providers.
- To contribute to Council reporting requirements and market intelligence.

#### 15.4 Roles and Responsibilities:

- Children with Disabilities Team: monitoring the achievement of Service User Outcomes and leading on safeguarding investigations.
- Quality and Compliance Team: monitoring the quality and performance of the provider against the Service Specification and their contractual obligations.
- Commissioning and Contract Managers: contract management and monitoring – Refer to Schedule 12.
- Providers: quality monitoring/assurance and service development of their service, ensuring compliance with the Service Specification and contractual obligations
- Care Quality Commission: inspection and regulation ensuring compliance with national standards and regulations.

#### 15.5 Quality & Performance Monitoring.

- During the lifetime of this contract Providers will be expected to meet with the Quality & Compliance Team on an annual basis.
- The meetings will allow for both the Quality & Compliance Team and Providers to highlight good practice and any issues concerning the service.
- The Quality & Compliance Team will also undertake an annual visit to the Provider's premises. Visits may be more frequent if there are concerns with the service.
- Assessments conducted by the Quality & Compliance Team will include (but not be limited to) the following:
  - Consulting with Service Users and/or their representatives
  - Reviewing written procedures and records for both Service Users and staff
  - Feedback obtained from the Children with Disabilities Team on whether or not the service is meeting the Service User's assessed needs and delivering outcomes in the best viable way.

## 16. Safeguarding

16.1 The service provider must comply at all times with:

- The Milton Keynes Safeguarding Partnership arrangements February 2024 and subsequent revisions, developed in line with 'MK Together to Safeguard Children'. [Policies and procedures - children | mk-together \(mktogether.co.uk\)](https://www.mktogether.co.uk/policies-and-procedures-children)
- The Milton Keynes Council Safeguarding Children and Adults Corporate Policy Statement 2011 (revised (Feb 2021)) and subsequent revisions. [Milton Keynes Council Safeguarding Children and Adults Corporate Policy Statement | Milton Keynes City Council \(milton-keynes.gov.uk\)](https://www.milton-keynes.gov.uk/council-safeguarding-children-and-adults-corporate-policy-statement)

16.2 All staff and volunteers must be trained to follow the Safeguarding of Vulnerable Children reporting procedures and training should be updated at least annually.

16.3 The Authorised Officer must be notified immediately of all instances of suspected abuse pertaining to the contract.

16.4 The Provider shall obtain and maintain Disclosure and Barring Service checks in respect of each member of staff or volunteer working with children and young people.

16.5 If the safeguarding concerns do not require immediate intervention but still raise worries about the child/young person's well-being contact their social worker or you may speak with a duty social worker to tell them about what you are worried.

Alternatively, report your concerns about the safety and well-being of a child to the Multi-Agency Safeguarding Hub (MASH) 9am-5pm Mon-Thurs and 9am-4.30pm on Fri by: calling 01908 253169 or 01908 253170 emailing [children@miltonkeynes.gov.uk](mailto:children@miltonkeynes.gov.uk)

Outside these hours contact the Emergency Social work team on 01908 265545. For further protocols please refer to Appendix B below.

### APPENDIX A

## Policy and Procedures

- Record keeping and access to files.
- Holding Service User keys
- Records of the management of money or property belonging to the Service User
- Dealing with accidents/incidents
- Handling difficult/violent behaviour
- Procedures in the event of an emergency
- Disciplinary procedure (staff)
- Induction and training programmes
- Health and Safety
- Risk Management
- Personal relationships
- Moving and handling
- Action in the event of the death of a Service User
- Equality and Diversity (relating to both Service User and staff) • Use of staff vehicles for transporting Service Users
- Whistle blowing. • Infection control
- Fire safety.
- Food safety
- Nutrition
- Principles of Care/Code of Conduct/Professional Boundaries
- Conflict of interest
- Personal safety and Out of Hours working.
- Protocols and procedures for entering and leaving Service User's homes.
- Confidentiality of information/Data Protection/Use of social networking sites
- Adult Safeguarding and the Prevention of Abuse • Children Safeguarding and the Prevention of Abuse
- LADO training and reporting incidents.
- Business Continuity Management
- Lone worker policy
- End of life care
- Staff Recruitment, supervision, and appraisal
- Medication/Administration of medication

This is not an exhaustive list and is a sample of the procedures that will be required to operate the Service.

# APPENDIX B

## **Additional Safeguarding Protocols for Providers after caring role.**

The Appendix outlines the protocols and procedures for homecare staff and carers when returning children and young people to their homes after providing care, particularly in situations where the parents or guardians are unavailable or in an unfit condition to assume responsibility for their children.

## Scope

This applies to all homecare staff and carers involved in the transportation and return of children and young people to their homes. It includes guidelines for assessing parental fitness, responding to unsafe home environments, and taking appropriate actions to safeguard the welfare of the children and young people.

## Definitions

**Unfit Condition:** A state in which parents or guardians are unable to provide adequate care for their children due to the influence of drugs, alcohol, or other impairments.

**Homecare Staff/Carers:** Individuals employed or contracted by the homecare provider to deliver care services to children and young people.

## Procedures

1. Pre-Return Assessment
  - **Communication with Parents/Guardians:** Prior to returning the child or young person, contact the parents or guardians to confirm their availability and readiness to receive their child.
  - Document the communication and any notable observations.
  - **Assessment of Parental Fitness:** Upon arrival, assess the condition of the parents or guardians. Look for signs of impairment such as slurred speech, unsteady gait, or visible intoxication.
  - Use a standardized checklist to document the assessment.
2. Response to Unfit Conditions
  - **Immediate Actions:** If parents or guardians appear unfit, do not leave the child or young person in their care.



- Remain calm and ensure the safety and comfort of the child or young person.
  - Contact the designated emergency contact person listed in the child's care plan.
  - Notification and Documentation: Notify your supervisor immediately and follow the incident reporting procedures.
  - Document the situation in detail, including observations of the parents or guardians, the condition of the home, and any interactions.
3. Alternative Arrangements:
- Arrange for temporary care, which involve contacting emergency services or local authorities.
  - If possible, transport the child or young person to a pre-identified safe location, such as a relative's home or a designated care facility.
4. Follow-Up
- Reporting: Submit a detailed incident report to the homecare provider and relevant child protection agencies within 24 hours.
  - Ensure that all documentation is complete and accurate.
    - Review and Support:
    - Participate in a debriefing session with your supervisor to review the incident and receive support.
  - Collaborate with child protection services to ensure ongoing safety and support for the child or young person.
5. Training and Support
- Training Programs: All homecare staff and carers will receive training on recognizing signs of parental impairment and responding to unsafe home environments.
  - Training will include scenario-based exercises and role-playing to build confidence and competence.
  - Support Systems: Staff will have access to a 24/7 support hotline for immediate assistance.
  - Regular supervision and debriefing sessions will be provided to support staff well-being.
6. Monitoring and Evaluation
- Quality Assurance: Regular audits of incident reports and assessments will be conducted to ensure compliance with this specification.
  - Feedback from staff, children, and families will be used to continually improve procedures and training programs.
- .
7. Assessment Checklist
- Parental Fitness Indicators: Appearance (e.g., disheveled, odor of alcohol)

- Behaviour (e.g., aggressive, incoherent)
- Environment (e.g., unsafe conditions, presence of drugs/alcohol)

8. Immediate Actions Checklist:

- Contact emergency contact for advice.
- Notify supervisor.
- Document observations.

9. Incident Report Template • Incident Details:

- Date and time.
- Location
- Names of child and parents/guardians
- Observations: Description of parental condition
- Condition of the home environment

10. Actions Taken:

- Contacts made.
- Temporary care arrangements
- Follow-Up: Notifications to authorities
- Debriefing notes

11. Emergency Contact Form

- Child's Information:
  - Name, age, address.
- Parent/Guardian Information:
  - Name, contact details.
- Emergency Contacts:
  - Names, relationship, contact details.

This appendix serves as a comprehensive guide to ensure the safety and well-being of children and young people when being returned to their homes. It is imperative that all homecare staff and carers adhere to these guidelines and procedures diligently.

## APPENDIX C

Milton Keynes City Council have specific criteria and guidelines they must follow when deciding on direct awards in the context of social care. Directly awarding to a specific Homecare Provider is an exceptional allocation that requires approval and will need to meet certain criteria as below (not limited).

1. **Converting from Direct Payment:** Regardless of time spent as Direct Payment. The provider needs to have been providing Care.
  - **Best Interests:** It should be in the best interests of the individual receiving care. This includes considerations of convenience, continuity of care, and specific needs that the chosen/current provider can meet.
  - **Capacity and Consent:** The individual or their representative must consent to the change from direct payments to a managed service with the same care provider.
  - **Quality of Care:** The chosen provider must meet the quality standards set by MKCC and approved on the DPS.
  
2. **Converting a Self-Funder to Managed Care:** Regardless of time spent as a SelfFunder. The Provider needs to have been providing Care.
  - **Financial Assessment:** The individual must undergo a financial assessment to determine if they qualify for local authority funding.
  - **Care Needs Assessment:** A reassessment of care needs to ensure the current service provider will meet their needs adequately.
  - **Continuity and Stability:** The change should ensure continuity and stability in the individual's care.
  - **User Preference:** Preferences of the individual or their representative should be considered.

3. **Same Householder Clients:** If someone else in the service user's household has a service being currently delivered with the same provider.
  - **Efficiency:** Providing care through the same provider will often more efficient and cost-effective.
  - **Continuity of Care:** Using the same provider can ensure continuity and consistency of care for all individuals in the household.
  - **User Satisfaction:** Satisfaction levels of the service should be high, and feedback from users should be positive.
  - **Suitability:** The provider must be suitable for all household members' care needs.
  
4. **Hospital Discharge to the Same Care Provider:**
  - **Continuity of Care:** Being discharged from hospital and returning to the provider the service user was with before entering the hospital. This includes an intermediate service provided by the home reablement service., (within 6 weeks of the reablement service taking effect.)
  - **Preventing Readmission:** Using the same provider can help in preventing readmission by ensuring continuity of care.
  
5. **Transfer of package of care from Health to Social Care funding:**
  - **Integrated Care:** Transition from health to social care should be seamless, and using the same provider can help in achieving this.
  - **Interdisciplinary Coordination:** The provider should be able to coordinate with both health and social care professionals effectively.
  - **Continuity and Quality:** Ensuring continuity of care and maintaining quality standards during the transition is crucial.
  - **Patient-Centered Approach:** The individual's care plan should be tailored to their specific care needs.

NB: The provider must be approved on the Dynamic Purchasing System (DPS) and within MKCC's agreed costs.